

CHRISTIAN LOPEZ  
ANNA CARLA LOPEZ  
4132 DESCANSO AVE.  
CHINO HILLS, CA 91709  
Phone Number: (909)896-0407  
Facsimile: (909)614-7005  
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AND FILED

2016 FEB 22 PM 12 46

U.S. BANKRUPTCY COURT  
MARY A. SCHOTT, CLERK

Christian Lopez and Anna Carla Lopez, IN PROPER PERSON

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re

ALAN DAVID TIKAL,

Debtor

Case No.: 11-23486-LED

Chapter 7

Adv. Proc. No.: \_\_\_\_\_

Christian Lopez and Anna Carla Lopez,

Plaintiffs,

vs.

ALAN DAVID TIKAL, also known as  
DAVID ALAN TIKAL, Individual and as  
Trustee of KATN REVOCABLE LIVING  
TRUST; VICTORIA NELSON, solely in her  
official capacity as Chapter 7 Trustee, and  
DOES 1-25, inclusive,

Defendants

**COMPLAINT FOR DECLARATORY  
RELIEF, FOR CANCELLATION AND  
RESCISSION OF INSTRUMENTS, AND  
FOR EXPUNGING AND VOIDING  
ALLEGED LIEN IN REAL PROPERTY  
AND QUIETING TITLE TO REAL  
PROPERTY**

We, Plaintiffs Christian Lopez and Anna Carla Lopez ("The Lopez's" or "Plaintiffs") file this action against Defendant Alan David Tikal (also known as Alan-David Tikal, David-Alan Tikal) Individually and as Trustee of the KATN Revocable Living Trust ("Tikal" or "Debtor"), Victoria Nelson, solely in her official capacity as Chapter 7 Trustee herein ("Chapter 7 Trustee"), and Does 1-25, inclusive, pursuant to Bankruptcy Rule 7001, and alleges as follows:

**PRELIMINARY STATEMENT**

- 1
- 2 1. We, the Lopez's, a married couple, are the victims of a mortgage scam perpetrated by Tikal.
- 3 In this action, we seek to quiet title regarding a second position deed of trust encumbering our
- 4 home that Tikal fraudulently induced us to grant to him, and to cancel, rescind, and expunge
- 5 the deed of trust and related promissory note.
- 6

7 **GENERAL ALLEGATIONS**

8 **I. PARTIES**

- 9 2. We, the Lopez's are a married couple who reside in the home we own at 4132 Descanso Ave,
- 10 Chino Hills, CA (the "Property"). A true and correct legal description of the property is
- 11 attached hereto as **Exhibit A**.
- 12
- 13 3. Tikal is the debtor in the above-captioned bankruptcy case. Plaintiffs are informed that Tikal
- 14 purports to be the beneficiary under a Note Secured by a Short Form Deed of Trust and
- 15 Assignment of Rents (Individual) against the Property dated December 4<sup>th</sup>, 2010 and recorded
- 16 in the Recorder's office in San Bernardino County, California on or about December 9<sup>th</sup>, 2010
- 17 (the "Tikal DOT"), and a Note Secured by Deed of Trust (Straight Note) dated December 9<sup>th</sup>,
- 18 2010 allegedly supporting the Tikal DOT (the "Tikal Note"). A true and correct copy of the
- 19 Tikal DOT is attached hereto as **Exhibit B**, and incorporated herein by reference. The Tikal
- 20 DOT and the Tikal Note sometimes collectively referred to herein as the "Fraudulent Tikal
- 21 Documents."
- 22
- 23 4. Alan David Tikal is the settler, trustee, and sole beneficiary of the KATN Revocable Living
- 24 Trust, which is revocable living trust. To the extend Alan David Tikal ever were to allege
- 25 that KATN Revocable Living Trust is an entity that is distinct from him, We, the Lopez's
- 26
- 27
- 28

1 allege that it is an entity created and maintained by Alan David Tikal in the furtherance of the  
2 fraud described herein, and it is the alter ego of Alan David Tikal.

3 5. Chapter 7 Trustee is the duly-appointed Chapter 7 Trustee in the above-captioned bankruptcy  
4 case, and is sued herein, in the forum in which she was appointed, solely in her official  
5 capacity under 11.U.S.C. § 323 and 28 U.S.C. § 959  
6

7 6. Defendants DOES 1-25 are named as fictitious defendants because we, the Lopez, do not  
8 presently know their identities. We, The Lopez's will substitute the names of such defendants  
9 when their identities become known to us.

10 7. All of the defendants herein, including but not limited to the DOE defendants, are sometimes  
11 referred to herein as "Defendants", and each a "Defendant." We, The Lopez's allege on  
12 information and belief that each of the Defendants is the agent of each other Defendant, and  
13 that each is liable for the acts of all other defendants.  
14

15 **II. JURISDICTION**

16 8. Plaintiffs bring this adversary proceeding in connection with Tikal's Chapter 7 bankruptcy  
17 case, Case No. 11-23486-LBR, and under the Federal Rules of Bankruptcy Procedure Rule  
18 7001(2), (7), and (9), for declaratory relief and to quiet title to the Property, and/or for other  
19 equitable relief, including but not limited to: (A) cancelling, rescinding, and voiding the Tikal  
20 DOT and Tikal Note; and (B) determining the validity, existence, priority or extend of the  
21 Tikal DOT, or any other interest in the Property that Tikal may claim, and expunging the  
22 TIKAL DOT from title to the Property.  
23

24 9. This Court has jurisdiction over this adversary proceeding under 28 U.S.C. § 1334. This is a  
25 core proceeding under 28 U.S.C. § 157(b)(2)(A)(H)(K) and (O).  
26

27 10. Venue is proper in this district under 28 U.S.C. § 1409(a).  
28

### 1                    **III.    FACTS**

- 2            11. In August, 2010 we, The Lopez's were approached for a "Loan Modification" via the phone  
3                    by a defendant DOE, acting as an agent of Tikal, told us the Lopez's that our mortgage for the  
4                    Property was eligible for a loan modification. We, The Lopez's were told that our mortgage  
5                    was considered by the U.S. Government as "illegal borrowed debt" and the U.S. Government  
6                    was recognizing these mortgages as illegal. We, The Lopez's were instructed to sign a Loan  
7                    Modification Agreement and Authorizations to Negotiate and Release Information which  
8                    were represented as being legal documents prepared by attorneys. In addition, we, The  
9                    Lopez's were told that we needed to sign a Deed of Trust and a Note that would replace the  
10                    current mortgage to the equivalent of 25% of our current mortgage debt on the Property at the  
11                    time. Then, the defendant DOE instructed us, the Lopez's to provide a sum of 5,000 dollars to  
12                    the organization Caring About America, Incorporated, A Mortgage Servicing Center ("CAA")  
13                    to begin the process of working with our first mortgage BANK OF AMERICA and second  
14                    mortgage BANK OF AMERICA to complete the Loan Modifications.
- 15            12. Defendant DOE, acting as an agent of Tikal, instructed we, The Lopez's to DISCONTINUE  
16                    making mortgage payments to our first and second mortgage companies and to instead to wait  
17                    for further instructions from CAA, Inc and KATN.
- 18            13. In December 2010, we were instructed to meet a notary public and sign the Tikal DOT  
19                    **Exhibit B** and a Note Secured by A Deed of Trust (Straight Note) attached hereto as **Exhibit**  
20                    **C.** We, The Lopez's were instructed to make monthly payments of \$584.78 to KATN----the  
21                    company representing CAA at the aforementioned meeting. We, The Lopez's did as instruct.
- 22            14. On or about February 9, 2011, we, The Lopez's discovered that TIKAL was arrested for  
23                    mortgage fraud.  
24  
25  
26  
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1 15. We, the Lopez's contacted KATN and Ray Kornfeld informed us, The Lopez's that Tikal's  
2 arrest was a big misunderstanding and that Tikal's attorney were taking care of clearing this  
3 problem.

4 16. We, The Lopez's continued making monthly payments to KATN and maintaining  
5 communication with KATN's office until about October 2013.  
6

7 17. We, The Lopez's received several letters notifying us about foreclosure and KATN and its  
8 representatives always instructed us, The Lopez's to ignore the said letter, KATN and its  
9 representatives informed us, The Lopez's that letters were tactics from Bank of America to  
10 scare our family and KATN instructed us to submit copies of all letters to their office so  
11 KATN could file formal complaints for Bank of America to Cease and Desist harassing us,  
12 the Lopez's.  
13

14 18. We, The Lopez's were leaving over constant stress that we could be evicted at any moment  
15 and we, The Lopez's believe that this great amount of stress caused the miscarriage of our  
16 unborn child.  
17

18 19. Sometime in September 2014, Senta Parker, from the U.S. Department of Justice, informed  
19 us, The Lopez's that Tikal was sentenced and that if we would provide a copy of the  
20 documentation that we, The Lopez's signed, a meeting would be arranged with Tikal to get this  
21 Tikal DOT cleared from our title from our property.

22 **IV. FACTS REGARDING THIS BANKRUPTCY CASE**

23 20. Tikal filed this bankruptcy case under Chapter 11 of the Bankruptcy Code on August 25,  
24 2011. The Court entered an order converting this case to Chapter 7 on October 20, 2011.  
25

26 21. Tikal Scheduled the Tikal Note as a \$93,564.00 account receivable asset of this estate in his  
27 initially filed Schedule B, a true and correct copy of which is attached hereto as **Exhibit D**.  
28

(Page 17, line 36 of the "Accounts Receivable---Promissory Notes Owned" attachment to Tikal's Schedule B). Although Tikal did not separately reference the Tikal DOT in his schedules, he did list the address of the Property as the "Property Address" associated with the alleged receivable, an apparent reference to the alleged secured status of the Tikal Note under the Tikal DOT. (Id.)

22. Regardless of the specifics (or lack thereof) in Tikal's Schedules, the fraudulent Tikal DOT, which allegedly is supported by the fraudulent Tikal Note, remains a lien on the Property despite multiple requests by us, The Lopez's to Senta Parker from the U.S. Department of Justice and to Tikal and his agents to remove the DOT from the title to the Property.

### **FIRST CLAIM FOR RELIEF**

#### **DECLARATORY RELIEF**

23. Plaintiffs reallages and incorporates herein by reference, each and every allegation contained in the previous paragraphs as though fully set forth herein.

24. As a result of the foregoing, there is an actual dispute as to the existence of Debtor's and the estate's claims against us, The Lopez's and the Property, and as to the existence and priority of liens against the Property.

a. We, The Lopez's allege that Tikal and his agents fraudulently induced us to sign the Tikal Note and the Tikal DOT, that Tikal and his agents did not provide the stated consideration or any consideration, to us The Lopez's, in exchange for the documents, and that the Defendants and this estate do not have any valid claims or liens against us The Lopez's or against the Property; whereas,

b. Defendants allege a \$93,564.00 receivable owing from us The Lopez's under the Tikal Note, and allege it is secured by the Tikal DOT recorded against the Property.

1 25. Us, The Lopez's, have standing as the alleged debtor party to the Tikal Note and  
2 Tikal DOT and as the title holder to the Property to seek the Court's determination as to the  
3 existence, validity, and/or priority of any claims, liens, or encumbrances that Defendants and/or  
4 the estate alleges against us and/or the Property.

5 26. We, The Lopez's seek a judicial determination of the respective rights  
6 and duties of all parties with regard to the allegations and claims of this Complaint. In this First  
7 Claim for Relief, We, The Lopez's seek declaratory relief and/or for other equitable relief including:  
8 (A) a determination that the Tikal Note and Tikal DOT were fraudulently obtained and void ab  
9 initio; (B) a determination that Defendants and the estate do not have any claims against us, The  
10 Lopez's or any interests or liens in or against the Property; and (C) a judgment cancelling, rescinding,  
11 and voiding the Tikal Note and the Tikal DOT.

12 27. Such determinations, declarations, and judgments are necessary and appropriate at  
13 this time so that us, The Lopez's may ascertain our rights and duties with regard to all matters  
14 arising in this action, and so title to the Property is clear and unencumbered by the Fraudulent  
15 Tikal Documents.

16 28. Under the Federal Rules of Bankruptcy Rule 7001(2), (7), and (9), the declaratory and  
17 equitable relief described above is appropriate in this adversary proceeding.

18 **SECOND CLAIM FOR RELIEF**

19 **DECLARATORY RELIEF**

20 **(Expunging Alleged Lien and Quieting Title to Real Property)**

21 29. Plaintiffs reallages and incorporates herein by reference, each and every allegation contained  
22 in the previous paragraphs as though fully set forth herein.  
23  
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1 30. As a result of the foregoing, there is an actual dispute as to the existence of Debtor's and the  
2 estate's claims against us, The Lopez's and the Property, and as to the existence  
3 and priority of liens against the Property.

4 a. We, The Lopez's allege that Tikal and his agents fraudulently induced them to sign  
5 the Tikal Note and the Tikal DOT, that Tikal and his agents did not provide the  
6 stated consideration or any consideration, to us, The Lopez's, in exchange for the  
7 documents, and that the Defendants and this estate do not have any valid claims  
8 or liens against us, The Lopez's or against the Property; whereas,

9 b. Defendants allege a \$93,564.00 receivable owing from us, the Lopez's under the  
10 Tikal Note, and allege it is secured by the Tikal DOT recorded against the  
11 Property.  
12

13  
14 31. Us, The Lopez's have standing as the alleged debtor party to the Tikal Note and  
15 Tikal DOT and as the title holder to the Property to seek the Court's determination as to the  
16 existence, validity, and/or priority of any claims, liens, or encumbrances that Defendants and/or  
17 the estate alleges against us and/or the Property.  
18

19 32. We, The Lopez's seek a judicial determination of the respective rights  
20 and duties of all parties with regard to the allegations and claims of this Complaint. In this  
21 Second Claim for Relief, us, The Lopez's seek declaratory relief and a judgment quieting title to the  
22 Property and/or for other equitable relief including: (A) A determination that the Tikal Note and the  
23 Tikal DOT were fraudulently obtained and void ab initio; (B) a determination that Defendants and the  
24 estate do not have any claims against us, The Lopez's or any interests or liens  
25 in or against the Property; and (C) a judgment expunging the Tikal DOT from title to the  
26 Property and quieting title to the Property.  
27  
28



33. Such determinations, declarations, and judgments are necessary and appropriate at this time so that we, The Lopez's may ascertain our rights and duties with regard to all matters arising in this action, and so title to the Property is clear and unencumbered by the Fraudulent Tikal Documents.

34. Under the Federal Rules of Bankruptcy Rule 7001(2),(7), and (9), the declaratory and equitable relief described above is appropriate in the adversary proceeding.

**PRAYER**

WHEREFORE, the Plaintiffs pray for the following relief:

1. Declaratory Relief including, but not limited to, determination and findings that the Tikal Note and the Tikal DOT were fraudulently obtained and void ab initio, and that Defendants and the estate do not have any claims against us, The Lopez's and do not have any interests or liens in or against the Property.
2. A judgment cancelling, rescinding and voiding the Tikal Note and Tikal DOT.
3. A judgment expunging the Tikal DOT from the title to the property quieting title to the property.
4. \$250,000 for Damages and costs of suits.
5. All such other and further relief as this Court deems just and proper.

DATED: February 19, 2016

  
CHRISTIAN LOPEZ

  
ANNA CARLA LOPEZ

4132 DESCANSO AVE.  
CHINO HILLS, CA 91709  
Telephone: (909)896-0407  
Facsimile: (909)614-7005  
eMail: ChristianLopez909@gmail.com

In Proper

**EXHIBIT “A”**

**EXHIBIT “A”**

**EXHIBIT "A"**

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 19, TRACT NO. 1932, AS PER MAP RECORDED IN BOOK 30 OF MISCELLANEOUS MAPS, PAGES 1 TO 5 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

APN: 1028-041-19-0-000

**EXHIBIT “B”**

**EXHIBIT “B”**

## RECORDING REQUESTED BY

Christian Lopez

AND WHEN RECORDED MAIL TO

NAME CAA Inc.

ADDRESS 6767 W Tropicana Ave., #101

CITY Las Vegas

STATE &amp; ZIP Nevada 89103

Recorded in Official Records, County of San Bernardino

12/09/2010

12:47 PM  
RD
**LARRY WALKER**  
 Auditor/Controller – Recorder

P Counter

Doc#: 2010-0522989



Titles: 2 Pages: 3

Fees 39.00

Taxes 0.00

Other 7.75

PAID \$46.75

TITLE ORDER NO.

ESCROW NO.

APN: 1028-041-19-0-000

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (INDIVIDUAL)**

This Deed of Trust, made this 4<sup>th</sup>. day of December, 2010, between Christian Lopez, A Married Man As His Sole and Separate Property, herein called Trustor,

whose address is 4132 Descanso Avenue, Chino Hills, CA 91709 and

CAA, Inc., herein called Trustee, and Alan-David:Tikal, Trustee of the KATN Revocable Living Trust, herein called Beneficiary  
**Witnesseth:** That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,** that property in San Bernardino County, California, described as

See Exhibit "A" attached hereto and made a part hereof

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits

**For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof in the principal sum of \$ 93,564.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor Agrees:** By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/98	7090	14	SANTA BARBARA	9/6/68	2244	522
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68	T5910	542
RIVERSIDE	9/10/68	ACCOUNT = 87097 YEAR 1968						SAN DIEGO	9/10/68	SERIES 9 BOOK 1968 PAGE 155820					

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length, that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth

  
 Christian Lopez

\*SEE ATTACHED NOTARY ACKNOWLEDGEMENT

## ACKNOWLEDGMENT

State of California

County of San Bernardino

On December 8, 2010 before me, Claudia Pais Brilla Boleros <sup>Notary Public</sup>  
(insert name and title of the officer)

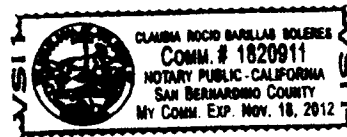
personally appeared Christian Lopez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Claudia Pais Brilla Boleros <sup>Notary Public</sup>  
(Seal)



**EXHIBIT "A"**

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 19, TRACT NO. 1932, AS PER MAP RECORDED IN BOOK 30 OF MISCELLANEOUS MAPS, PAGES 1 TO 5 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

APN: 1028-041-19-0-000

**EXHIBIT “C”**

**EXHIBIT “C”**



# NOTE SECURED BY DEED OF TRUST

STRAIGHT NOTE

**\$ 93,564.00**

**California**

**December 4, 2010**

In installments as herein stated, for value received, **Christian Lopez**, undersigned, promise to pay to KATN Revocable Living Trust, or order, at CAA, Inc. Las Vegas, NV, 89103 or as directed the sum of (**\$ Ninety-three Thousand Five Hundred Sixty-four**) (**\$ 93,564.00**), with interest at the rate of **SEVEN AND 50/100** per cent per annum (**7.50%**), for 5 years with a Balloon Payment in 5 years. Payable in monthly interest only installments of **\$ 584.78**, on the first day of each month and first payment to commence on **February 1, 2011**.

\* Taxes and Insurance are the responsibility of the Client.

\*\* (Five (5) year renewable option available at Beneficiaries discretion)

Late Charge: A late charge of \$25.00 shall be assed for any payment received by Payee more than 10 calendar days after the due date. Loan is in default after 30 days past due and default rate is 9.00% per annum.

The privilege is reserved of paying this Note in full or in part any time prior to maturity date, without penalty.

Deed of Trust securing this note contains an Acceleration Clause.

Buyer is aware this Note contains a Balloon payment at maturity and is Due **January 1, 2016**.

Each payment shall be credited first on accrued interest, remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment of principal or interest or in performance of any obligation contained in the Deed of Trust by which this note is secured, the whole sum of principal and interest shall become immediately due at the option of the holder hereof. Principal and Interest payable in lawful money of the United States. Should the payee or his assigns be required to engage an attorney to enforce any provision of this note or Deed of Trust securing same, or in any proceeding brought by the undersigned in Court of Equity or law, or under the Bankruptcy Act, the undersigned promises to pay said sums as the court may fix as attorneys fees. This note is secured by a DEED OF TRUST, of even date, to CAA, Inc. a Nevada corporation.

  
\_\_\_\_\_  
**Christian Lopez**

**DO NOT DESTROY THIS NOTE: When paid, this note with Deed of Trust securing same must be surrendered to Trustee for cancellation before reconveyance will be made.**

**EXHIBIT “D”**

**EXHIBIT “D”**

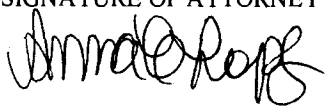
**ACCOUNTS RECEIVABLE - PROMISSORY NOTES OWNED**

Guzman	Roberto	1824 4th Street, Wasco, CA 93280	Same	\$ 39,854.00
Harris	Jeanette	5824 West 62nd. Street, Los Angeles, CA 90056		\$ 224,266.00
Heilweg	Thomas/Ronna	42750 Brown St., Murrieta, CA 92562	Same	\$ 255,250.00
Herbert	David	18373 Coyote Meadow Rd., Sonora, CA 95370	Same	\$ 54,241.00
Heredia	Rafael/Eloisa	11067 Arlington Ave. Riverside, Ca 92505	8262 Autumn Wood Dr., Riverside, CA 92505	\$ 71,562.00
Hernandez	Ignacio	7323 Santa Fe Ave., Huntington Park CA 90255	Same	\$ 64,298.00
Hernandez	Santana	1120 North King St., Santa Ana, CA 92703	Same	\$ 158,274.00
Hernandez	Jaime	1822 Gordon Verner Circle, Stockton, CA 95206	Same	\$ 128,058.00
Hernandez	Jennifer	3013 North California St., San Bernardino, CA 92407	Same	\$ 53,292.00
Hernandez	Abel	1281 Cypress Ave., Los Angeles, CA 90065	Same	\$ 110,250.00
Hernandez	Eutimio/J Lydia	4745 Cutler Ave., Baldwin Park, CA 91706	Same	\$ 80,288.00
Hernandez	Jose	5532 Sunset Ridge Drive, Riverside, CA 92509	Same	\$ 124,149.00
Howard	Lara	318 North Winnipeg Place Unit A, Long Beach, CA 90814	Same	\$ 225,075.00
Huerta	Salvador	41858 Acacia Ave., Hemet, CA 92544	Same	\$ 135,519.00
Huerta	Salvador	4251 Logan Ave., San Diego, 92113	41858 Acacia Ave., Hemet, CA 92544	\$ 108,500.00
Ingal	Elena	1030 East Tachevah Dr., Palm Springs, CA 92262	Same	\$ 41,209.00
Javier	Jorge	11397 Cannery Row Chino, CA 91766	6816 Homan Ct., Chino, CA 91710	\$ 94,491.00
Javier	Jorge	6816 Homan Ct., Chino, CA 91710	Same	\$ 172,234.00
Jimenez	Francisco/Maria	204 South Massachusetts St., Lake Elsinore, CA 92530	Same	\$ 117,331.00
Jimenez	Mariela/Evelio	2449 South Burnside Ave., Los Angeles, CA 90016	Same	\$ 122,804.00
Kean	Mildred	802 Wainwright Street, Benicia, CA 94510	Same	\$ 101,823.00
Keeton	Gary & Sharon	180 Vista Lane, Tyrone, GA 30290	PO Box 35, Tyrone, GA 30290	\$ 43,806.00
Lalwani	Naresh	20000 Plum Canyon Rd., #1821 Santa Clarita, CA 91350	Same	\$ 51,000.00
Landicho	Almeida/Adriano	1131 Windjammer Dr., Stockton, CA 95209	Same	\$ 138,294.00
Layug	Jaime	16132 Palomino Valley Rd., San Diego, CA 92127	Same	\$ 224,782.00
Lenic	Natasa	923 East Ocean Blvd #4, Long Beach, CA 90802	Same	\$ 146,542.00
Leon	Roberto	2401 Lunar Drive, Atwater, CA 95301	*	\$ 47,707.00
Leon	Javier/Maria	4347 Bidwell Drive, Fremont, Ca 94538	Same	\$ 111,264.00
Leon	Edgardo R	4359 Bidwell Drive, Fremont, CA 94538	Same	\$ 133,709.00
Liera	Jose	38735 Highbury Dr., Murrieta, CA 92563	Same	\$ 68,214.00
Lindstedt	Martin	837 Gladiola Lane, Manteca, CA 95336	Same	\$ 105,382.00
Lingbanan	Victoria/Johnny	1066 Oakpoint Drive, Pittsburg, CA 94565	Same	\$ 98,527.00
Little	Lia/Kenneth	29175 Dixon Street, Hayward, CA 94544	Same	\$ 95,848.00
Little	Craig	600 W. Grove Pkwy Apt. 1010 Tempe, AZ 85283	7791 E. Osborn Rd., #299 E, Scottsdale, AZ 85251	\$ 66,356.00
Lobstein	Heidi	3852 McLaughlin Ave., Los Angeles, CA 90066	Same	\$ 170,054.00
Lopez	Jesus A./Irma	37309 Cathedral Canyon Dr., Cathedral City, CA 92234		\$ 39,646.00

B1040 (FORM 1040) (12/15)

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)	
<b>PLAINTIFFS</b> CHRISTIAN LOPEZ AND ANNA CARLA LOPEZ		<b>DEFENDANTS</b> ALAN DAVID TIKAL, TRUSTEE OF KATN REVOCABLE LIVING TRUST	
<b>ATTORNEYS (Firm Name, Address, and Telephone No.)</b>		<b>ATTORNEYS (If Known)</b>	
<b>PARTY (Check One Box Only)</b> <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee		<b>PARTY (Check One Box Only)</b> <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
<b>CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)</b> COMPLAINT FOR DECLARATORY RELIEF, FOR CANCELLATION AND RESCISSION OF INSTRUMENTS, AND EXPLUNGING AND VOIDING ALLEGED LIEN IN REAL PROPERTY AND QUIETING TITLE TO REAL PROPERTY			
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)			
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)		<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other  <b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other  <b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest  <b>FRBP 7001(9) Declaratory Judgment</b> <input type="checkbox"/> 91-Declaratory judgment  <b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ 250,000.00	
Other Relief Sought			

## B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR ALAN DAVID TIKAL		BANKRUPTCY CASE NO. 11-23486-LED
DISTRICT IN WHICH CASE IS PENDING DISTRICT OF NEVADA	DIVISION OFFICE	NAME OF JUDGE
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF CHRISTIAN LOPEZ & ANNA CARLA LOPEZ	DEFENDANT ALAN DAVID TIKAL & VICTORIA NELSON	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 2/22/2016	PRINT NAME OF ATTORNEY (OR PLAINTIFF)	

## INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.